BILL NO. S-90-11-23

SPECIAL ORDINANCE NO. S-287-90

AN ORDINANCE approving the awarding of Reference #960 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **AMERICAN NORIT COMPANY, INC. AND GERIG'S TRUCKING & LEASING, INC.** for the Three Rivers Filtration Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #960 between the City of Fort Wayne, by and through its Department of Purchasing and **AMERICAN NORIT COMPANY, INC. AND GERIG'S TRUCKING & LEASING, INC.** for the Three Rivers Filtration Plant, respectfully for:

> **the 1991 purchase and delivery of powdered activated carbon for the Three Rivers Filtration Plant;**

involving a total cost of Two Hundred Fourteen Thousand Six Hundred Eighty-Six and no/100+/- ($214,686.00+/-)-(AMERICAN - $172,584.00/PRODUCT; GERIG'S-$42,102.00/FREIGHT), all as more particularly set forth in said Reference #960 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.:	960
DEPT.:	FILTRATION PLANT
DATE:	10/30/90
ITEM/SERV.:	POWDERED ACTIVATED CARBON

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	9/28/90 & 10/5/90
OPENING DATE:	10/18/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	19
NO. OF VENDORS RECEIVING BID:	8
NO. OF VENDORS RETURNING BID:	5
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	14
DATE SENT TO DEPT FOR RECOMM.:	10/18/90
DATE RECOMMENDATION REC'D IN PURCH:	10/29/90
COUNCIL INFORMATION	DATES SENT EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	10/30/90
INTRODUCTION DATE:	11/13/90
DISCUSSION DATE:	11/20/90
PASSAGE DATE:	11/27/90
ORDINANCE NO.:	

REFERENCE NO. 960
POWDERED ACTIVATED CARBON
FILTRATION PLANT

DESCRIPTION	QTY	UNIT	GERIG'S TRUCK		WECCO		AMERICAN NORIT		CALGON CORP	
COST TON	360	TON	N/B	$0.00	$750.00	$270,000.00	$479.40	$172,584.00	$670.00	$241,200.00
FRGHT TRUCK	360	TON	$116.95	$42,102.00	$135.37	$48,733.20	$135.60	$48,816.00	$40.00	$14,400.00
DEMURRAGE			N/B	$0.00	N/B	$0.00	NONE	$0.00	N/B	$0.00
FRGHT RAIL	360	TON	N/B	$0.00	N/B	$0.00	N/B	$0.00	N/B	$0.00
DEMURRAGE			N/B	$0.00	N/B	$0.00	NONE	$0.00	N/B	$0.00
DELIVERY TIME			7-10 DAYS		7 DAYS		5-14 DAYS		7-14 DAYS	

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-18-90 @ 11:00 AM BID REFERENCE # 960

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE 1991 ANNUAL REQUIREMENTS FOR POWDERED ACTIVATED CARBON AND/OR SHIPPING OF SAME TO THE THREE RIVERS FILTRATION PLANT
AND REQUESTED BY THREE RIVERS FILTRATION PLANT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: None %
IF PAID WITHIN 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME American Norit Company, Inc.

STREET ADDRESS 1050 Crown Pointe Pkwy. Suite 1500

CITY Atlanta, GA 30338 PHONE # (800) 641-9245

BY Ronald E. Litton Ronald E. Litton
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
POWDERED ACTIVATED CARBON REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR THE PURCHASE OF POWDERED ACTIVATED CARBON FOR THE THREE RIVERS FILTRATION PLANT.

THESE SPECIFICATIONS COVER THE MATERIAL KNOW AS POWDERED ACTIVATED CARBON AND SHALL BE OF THE KIND USED FOR THE TREATMENT OF WATER FOR THE PURPOSE OF REMOVING TASTE-AND-ODOR PRODUCING SUBSTANCES FROM THE RAW WATER SUPPLY.

ALL LABORATORY EXAMINATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION STANDARD FOR POWDERED ACTIVATED CARBON, AWWA-B600-78.

IMPURITIES - THE POWDERED ACTIVATED CARBON SHALL CONTAIN NO SOLUBLE OR ORGANIC SUBSTANCES IN QUANTITIES CAPABLE OF PRODUCING DELETERIOUS OR INJURIOUS EFFECTS UPON PUBLIC HEALTH OR WATER QUALITY.

MOISTURE - NOT TO EXCEED 8 PERCENT BY WEIGHT WHEN RECEIVED.

FINENESS - NOT LESS THAN 99 PERCENT WILL PASS A 100-MESH SIEVE, NOT LESS THAN 95 PERCENT WILL PASS A 200-MESH SIEVE AND NOT LESS THAN 90 PERCENT WILL PASS A 325-MESH SIEVE, AS TESTED BY THE WET-SCREEN METHOD.

DENSITY - THE APPARENT DENSITY OF THE CARBON SHALL NOT BE LESS THAN 0.2 G/ML NOR GREATER THAN 0.75 G/ML.

ACID INSOLUBLE ASH - NOT TO EXCEED 3 PERCENT BY WEIGHT.

THRESHOLD ODOR IN EVALUATING ACTIVATED CARBON - THE FINAL ACCEPTANCE OF POWDERED ACTIVATED CARBON SHALL BE BASED ON ACTUAL TASTE AND ODOR REMOVAL FROM THE RAW WATER SUPPLY AS DETERMINED BY THE THRESHOLD ODOR TEST PROCEDURE.

EACH BIDDER SHALL SUBMIT WITH THEIR PROPOSAL A ONE-QUARTER POUND REPRESENTATIVE SAMPLE SEALED IN A LEAK-PROOF CONTAINER. A TYPICAL CHEMICAL AND SCREEN ANALYSIS SHALL BE SUBMITTED WITH THE SAMPLE.

THE MATERIAL SHALL BE SHIPPED IN BULK TRUCKS. SHIPMENTS ARE TO BE MADE AS ORDERED BY THE CITY AND DELIVERED FOB THREE RIVERS FILTRATION PL, FORT WAYNE, INDIANA, 46802.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL REQUIREMENTS FOR POWDERED ACTIVATED CARBON IS ESTIMATED AT 360 TONS, ACTUAL QUANTITIES PURCHASED MAY BE MORE OR LESS.

TERM OF AGREEMENT: DECEMBER 31, 1991

COST TON PROD.:	$ 479.40		
FRGHT TRCK COST TON:	$ 135.60	DEMURRAGE:	$ None
FRGHT RAIL COST TON:	$ No Bid	DEMURRAGE:	$ None
DELIVERY TIME ARO:	5-14 Days		

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPARATELY.

NORIT

AMERICAN NORIT COMPANY, INC.

October 12, 1990

City of Ft. Wayne
Department of Purchasing
One Main St., ARoom 350
Ft. Wayne, IN

RE: Bid No. 960, opening on 10/18/90 at 11:00 am

Gentlemen:

Thank you for the opportunity to bid on your powdered activated carbon requirements for 1990-91. American Norit Company, Inc., bids HYDRODARCO B powdered activated carbon for your potable water systems.

HYDRODARCO B meets all AWWA B600-78, National Sanitation Foundation, and NRC Water Chemicals Codex specifications and is effectively used for the removal of taste and odor-forming compounds found in potable water. Accordingly, we take exception to any specifications not contained in AWWA B600-78. Enclosed you will find an information bulletin describing the typical properties of HYDRODARCO B as compared to AWWA B600-78 specifications.

Our bid is enclosed and the price will be held firm for the term of our agreement, with the exception of fuel surcharges (if any), which will be passed along as received. Terms and conditions of sale will be governed by the attached General Conditions, paragraphs 4 and 5 deleted.

If you have any questions, please contact me at 800-641-9245, extension 316.

Cordially yours,

Ronald E. Litton

Ronald E. Litton
Sales Coordinator

REL/ra

Enclosure

1050 CROWN POINTE PARKWAY, SUITE 1500, ATLANTA, GEORGIA 30338
PHONE (404) 512-4610 1-800-641-9245 FAX (404) 512-4622 Telex 56-540

CONDITIONS OF SALE

1. This contract constitutes the entire agreement between the parties and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this contract shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby. No modification shall be effected by the acknowledgment or acceptance of purchase order forms containing terms or conditions at variance with those set forth herein.

2. This contract shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but shall not be assigned by Buyer without the prior written consent of Seller.

3. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

4. The price and terms herein specified may be adjusted by Seller at any time by written notice from the Seller dispatched at least thirty (30) days prior to the effective date of such adjustment. Buyer shall be deemed to have consented to such adjustment unless written rejection of any price increase and/or change in terms is received by Seller before the effective date thereof. Any such rejection by Buyer shall operate to release Seller from all further obligations to deliver and to permit Buyer to purchase elsewhere, until such time as the parties shall have agreed in writing upon an adjusted price and/or terms or Seller shall have consented in writing to reestablishment of the last prevailing price and/or terms. The adjusted price and/or terms shall apply to all materials shipped hereunder on and after the effective date thereof unless subsequently again adjusted by Seller. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price and/or terms already in effect, Seller may terminate this contract by written notice dispatched at least thirty (30) days prior to date of termination.

5. Should the Buyer receive an offer from a reputable United States manufacturer for the supply of material of equal quality, deliverable in like quantities as the then undelivered quantity hereunder, and at a price and/or upon terms and conditions resulting in a delivered price lower than the delivered price then in effect hereunder, then Seller, upon receiving satisfactory written proof thereof, shall give Buyer written notice within thirty (30) days after receipt of such proof whether or not it shall meet such lower price and/or terms and conditions. If Seller notifies Buyer that it will not meet such lower price and/or terms and conditions, then Buyer may purchase such material from such other manufacturer, and the quantities so purchased shall be deducted from this contract and Seller or Buyer shall have the right, by notice to the other dispatched within fifteen (15) days from Seller's notice of its decision, to terminate this contract.

6. If more than one delivery is specified herein, each shipment shall constitute a separate and independent transaction and Seller shall have the right to recover payment for each such shipment without reference to any other. Unless otherwise specified herein, payment terms are net 30 days from the date of shipment. If Buyer is in default with respect to any of the terms or conditions of this contract, Seller may, at its option, defer further shipments hereunder until such default be remedied (in which event Seller may elect to extend the sale period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, Seller may decline further performance of this contract. If, in the judgment of Seller, the financial responsibility of Buyer shall at any time become impaired, Seller may decline to make further deliveries under this contract except upon receipt, before shipment, of payment in cash for such deliveries and all prior unpaid deliveries or satisfactory security for such payment.

7. If this contract specifies multiple deliveries, Seller reserves the right to limit deliveries to the pro rated estimated or minimum quantity specified in this contract.

8. In case of bulk carload or tank car shipments, Seller's weight, taken at shipping point, shall govern.

9. Seller warrants that the material delivered hereunder meets Seller's standard quality or such other specification as have been expressly made a part of this contract. SELLER MAKES NO OTHER EXPRESS WARRANTIES. THERE ARE NO IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY SHIPMENT AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY RESULTING FROM THE USE OF SAID MATERIAL IN MANUFACTURING PROCESSES OR IN COMBINATION WITH OTHER SUBSTANCES OR OTHERWISE. BUYER SHALL INDEMNIFY, AND HOLD SELLER HARMLESS FROM ALL CLAIMS OF THIRD PARTIES RESULTING FROM THE USE OF MATERIAL DELIVERED HEREUNDER, AND FROM SELLER'S COST OF DEFENDING AGAINST SUCH CLAIMS.

10. No claim of any kind, whether as to materials delivered or for non-delivery of materials, and whether arising in tort or contract, shall be greater in amount than the purchase price of the materials in respect of which such damages are claimed; and the failure to give notice of claim within thirty (30) days from date of delivery or the date fixed for delivery, as the case may be, shall constitute a waiver by Buyer of all claims in respect of such materials. In no event shall Seller be liable for special, indirect or consequential damages.

11. All returnable containers used in making deliveries hereunder are Seller's property and shall be used by Buyer only for proper storage of Seller's material originally delivered therein. Buyer shall make a deposit as security for the return of such containers, equal to Seller's current deposit charge therefor at the time of shipment. Such deposit shall be paid without discount, when the invoice for the contents is paid. Buyer shall return such containers to Seller's shipping point within time specified from the date of original shipment, whereupon Buyer shall be credited with the amount of the deposit. If Buyer fails to return the containers in good condition and within the time specified, Seller may refuse to accept the same and may retain said deposit.

12. Buyer shall reimburse Seller for all taxes, excise or other charges which Seller may be required to pay to any government (national, state or local) upon, or measured by, the sale, transportation or use of any material sold hereunder. Seller may at its option add to the price of materials sold hereunder the amount of any increase in transportation charges for shipments to Buyer, provided that such transportation charges are payable by Seller hereunder.

13. Neither party shall be liable for its failure to perform hereunder if said performance is made impracticable due to any circumstances beyond the reasonable control of the party affected, including but not limited to acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown, equipment failure, voluntary or involuntary compliance with any law, order, rule or regulation of government agency or authority, or inability to obtain material (including power and fuel), equipment or transportation. The preceding sentence shall not affect Buyer's obligation to pay for deliveries received. The affected party may omit purchases or deliveries during the period of continuance of such circumstances and the quantity in the contract shall be reduced by the quantities so omitted. During any period when Seller shall be unable to supply the total demands for any material provided for in this contract, whether caused by the circumstances specified above or otherwise, Seller may allocate any available material among all Buyers, including its own divisions and departments, on such basis as it may deem fair and practical.

14. Seller's delivery equipment, if furnished hereunder, is made available with the understanding that Buyer will use all reasonable effort to unload and return the same to delivering carrier within the tariff or contracted period free of demurrage or extra detention charges. Demurrage or extra detention charges on such equipment are for Buyer's account.

15. The Buyer and Seller agree that this contract shall be deemed to have been made and executed in the State of Florida and that any dispute arising under this contract shall be resolved in accordance with the laws of the State of Florida.

HYDRODARCO®

NORIT

ACTIVATED CARBON

AMERICAN NORIT COMPANY, INC.

PRODUCT INFORMATION
Bulletin No. 5142
Revised 7-90

HYDRODARCO B
POWDERED ACTIVATED CARBON

HYDRODARCO B is a powdered activated carbon produced by steam activation of lignite coal under carefully controlled conditions. It is finely ground to obtain a high degree suspendability in water and has a high capacity for adsorption of organics causing taste and odor problems in water supplies.

Treatment of Potable Water Supplies

HYDRODARCO B is primarily used for the removal of tastes, odors and other organics from potable water supplies. It is the most effective water treatment carbon available for the removal of tannins and humic acids. These are precursors of trihalomethones and are major contributors of taste and odor in drinking water.

HYDRODARCO B is especially effective for removing the extremely odorous compounds geosmin and methylisoborneol from raw surface waters.

HYDRODARCO B meets Food Chemical Codex and the AWWA B-600 Standards for powdered activated carbon. It is also listed under NSF Standard 61 for potable water.

Typical Properties

	Typical Values	AWWA B-600-78 Specifications
Tannin Value**	200	Tannin not more than 10% greater than reference sample.
Iodine Number	550	500 min.
Bulk density, tamped, lbs/cu. ft.	31	0.2-0.75 gms/ml
Modified Phenol Value	28 MPV (3.2 g/l)	30 max. MPV (3.5 g/l)
Odor Adsorption Capacity	Reference sample furnished	Taste and odor reduction not less than 70% of reference sample.
Moisture, % as packed	4	8 max.
Mesh size, % thru 100 mesh	99	99 min.
% thru 200 mesh	95	95 min.
% thru 325 mesh	90	90 min.

**ppm carbon required to reduce 20 ppm tanning to 2 ppm.

NSF. NATIONAL SANITATION FOUNDATION

1050 Crown Pointe Parkway • Suite 1500 • Atlanta, Georgia 30338 • 1-800-641-9245 • (404) 512-4610 • FAX (404) 512-4622

Hydrodarco is a registered trademark of American Norit Company, Inc.

MATERIAL SAFETY DATA SHEET

AMERICAN NORIT COMPANY, INC.
1050 Crown Pointe Parkway, Suite 1500
Atlanta, Georgia 30338
Phone (404) 512-4610 1-800-641-9245
FAX (404) 512-4622 Telex 56-540

Bulletin No. - MSDS - 101
Revised August 1, 1987

SECTION 1 NAME

All DARCO® Lignite Based Carbons to include:

DARCO® S-51
DARCO® S-51 A (B,C,CE,H,FF,RL,RW,T)
Premium DARCO®
DARCO® TRS
DARCO® GFP
GRO-SAFE®
All HYDRODARCO® Grades
All Granular DARCO®

SECTION 2 INGREDIENTS

	%	TLV (ACGIH)
Activated carbon (CAS 7440-44-0) (U.N. 1362)	100	Not listed *

* Product normally contains greater than 1% quartz: see Section 8

SECTION 3 PHYSICAL DATA

Boiling point: Not applicable
Vapor pressure (mmHg at 20°C): zero
Vapor density (air = 1): Not applicable
Solubility: Insoluble in water and organic solvents
pH: Not applicable
Specific gravity: 250 - 600 g/l
% Volatile by volume: Not applicable
Appearance and odor: Black granules or powder without taste or odor

SECTION 4 FIRE AND EXPLOSION HAZARD DATA

Flash point (and method): Not applicable
Autoignition temp.: Powdered - No generally accepted test method available
Granular - About 450°C (ANSI/ASTM D3466)

All carbonaceous materials will burn under certain conditions and activated carbons are no exception. Activated carbons, however, are not highly flammable and burn slowly without producing smoke or flame.

Extinguishing media:
Water (fog or fine spray), carbon dioxide
Avoid methods which may stir up dust clouds.

Special fire fighting protective equipment:
Self-contained breathing apparatus.

Unusual fire and explosion hazards:
Airborne dust is a weak explosion hazard.

SECTION 5 REACTIVITY DATA

Stability:
Stable under normal conditions.

Incompatibility (materials to avoid):
Strong oxidizing agents.

Hazardous decomposition products:
Carbon dioxide, carbon monoxide.

Hazardous polymerization:
Will not occur.

SECTION 6 HEALTH HAZARD ASSESSMENT

General:
No toxicity data are available. Physical and chemical properties of activated carbon are used for the health hazard assessment.
Carcinogenicity: Activated carbon is not listed in the National Toxicology Program (NTP) Annual report on carcinogens nor has it been found to be a potential carcinogen in the International Agency for Research on Cancer (IARC) monographs or by OSHA.

Ingestion:
The acute oral LD values are not available. Relative to other materials, a single dose of this product is relatively harmless by ingestion. Hodge, H.C. and Sterner, J.H., American Industrial Hygiene Association Quarterly, 10:4, 93, Dec. 1949.

Eye Contact:
This material will probably cause some mild physical irritation if contact is made with human eyes.

Skin Contact:
This material is not likely to be a primary irritant on human skin; it has a low potential for sensitization after skin contact.

Skin absorption:
This product is not known to be absorbed through the human skin.

Inhalation:
Acute toxic effects are not likely to develop after inhalation from this material.

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Stability:
Stable under normal conditions.

Incompatibility (materials to avoid):
Strong oxidizing agents.

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Carbon dioxide, carbon monoxide.

Hazardous polymerization:
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Eye Contact:
This material will probably cause some mild physical irritation if contact is made with human eyes.

Skin Contact:
This material is not likely to be a primary irritant on human skin; it has a low potential for sensitization after skin contact.

Skin absorption:
This product is not known to be absorbed through the human skin.

Inhalation:
Acute toxic effects are not likely to develop after inhalation from this material.

SECTION 6 HEALTH HAZARD ASSESSMENT (continued)

Effect of overexposure:

No adverse clinical effects have been associated with exposures to this material

First aid procedures:

Skin: Wash material off the skin with soap and water. If redness, itching or a burning sensation develops, get medical attention.

Eyes: Immediately flush with copious amounts of water. If redness, itching or a burning sensation develops, have eyes examined and treated by medical personnel.

Ingestion: Give one or two glasses of water to drink. If gastrointestinal symptoms develop, consult medical personnel. (Never give anything by mouth to an unconscious person.)

Inhalation: Remove victim to fresh air. If cough or other respiratory symptoms develop, consult medical personnel.

SECTION 7 SPILL OR LEAK PROCEDURES

Steps to be taken in case material is released or spilled:

Wear respiratory protection during cleanup. Sweep up and recover or mix material with moist absorbent and shovel into waste container. Wash down spill area with water containing detergent and flush away with plenty of water.

Disposal method:

Dispose of virgin (unused) carbon (waste or spillage) in a facility for non-hazardous wastes.

Container disposal:

Do not reuse empty bags. Dispose of in facility permitted for non-hazardous waste.

SECTION 8 SPECIAL PROTECTION INFORMATION

TLV or suggested control value:

The current OSHA and ACGIH limit for dusts which contain more than 1% quartz are as follows for Darco lignite carbons:

Respirable Dust Limit (OSHA and ACGIH)	=	0.7 mg/m^3
Total Dust Limit (OSHA)	=	2.1 mg/m^3
Total Dust Limit (ACGIH)	=	2.0 mg/m^3

Ventilation:

Provide adequate general and local exhaust ventilation to meet suggested control value requirements.

SECTION 8 SPECIAL PROTECTION INFORMATION (continued)

Respiratory protection:

If needed, use MSHA-NIOSH approved respirator for dusts, mists and fumes whose TLV is greater than 0.05 mg/m3 or (European) filter 2b.

Protective Clothing:

For personal hygiene purposes use adequate clothing to prevent skin contact.

Eye protection:

Safety glasses with side shields.
Contact lenses should not be worn when working with activated carbon.

Other protective equipment:

Eyewash station in work area.

SECTION 9 SPECIAL PRECAUTIONS OR OTHER COMMENTS

Precautions to be taken in handling or storing:

Activated carbon can be safely stored in any normal storage area, but away from sources of direct heat.

An oxygen deficiency may be created when activated carbon is stored in an enclosed space/silo. Ventilate or wear self-contained breathing apparatus.

The information herein is given in good faith
but no warranty, expressed or implied, is made.

Robert W. Edwards
Marketing Manager

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 10/15/90

1. Governmental Unit: City of Ft. Wayne, IN
2. County: Allen
3. Bidder (Firm): American Norit Company, Inc.
   Address: 1050 Crown Pointe Pkwy., Suite 1500
   City/State: Atlanta, GA 30338
4. Telephone Number: (800) 641-9245
5. Agent of Bidder (If applicable): Ronald E. Litton, Ronald E. Litton

Pursuant to notices given, the undersigned offers bid(s) to Ft. Wayne, IN (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Ronald E. Litton R.E. Litton
Signature of Bidder or Agent
for American Norit Company, INc.

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF ~~INDIANA~~ Georgia)
) SS:
COUNTY Dekalb)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

American Norit Company, Inc.
Bidder (Firm)
Ronald E. Litton R.E. Litton
Signature of Bidder or Agent

Subscribed and sworn to before me this 15th day of Oct., 1990.

My Commission Expires: August 8, 1994

County of Residence: Cobb

Tia Kalina
Notary Public

Tia Kalina
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 10-18-90 @ 11:00 AM BID REFERENCE # 960

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR THE 1991 ANNUAL REQUIREMENTS FOR POWDERED ACTIVATED CARBON AND/OR SHIPPING OF SAME TO THE THREE RIVERS FILTRATION PLANT
AND REQUESTED BY THREE RIVERS FILTRATION PLANT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Gerig's Trucking & Leasing, Inc.

STREET ADDRESS 3909 Limestone Drive

CITY Ft. Wayne PHONE # (219) 747-2725

BY _____ Gen. Mgr.
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
POWDERED ACTIVATED CARBON REQUIREMENTS

THE CITY OF FORT WAYNE, INDIANA, IS REQUESTING BIDS FOR THE PURCHASE OF POWDERED ACTIVATED CARBON FOR THE THREE RIVERS FILTRATION PLANT.

THESE SPECIFICATIONS COVER THE MATERIAL KNOW AS POWDERED ACTIVATED CARBON AND SHALL BE OF THE KIND USED FOR THE TREATMENT OF WATER FOR THE PURPOSE OF REMOVING TASTE-AND-ODOR PRODUCING SUBSTANCES FROM THE RAW WATER SUPPLY.

ALL LABORATORY EXAMINATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE AMERICAN WATER WORKS ASSOCIATION STANDARD FOR POWDERED ACTIVATED CARBON, AWWA-B600-78.

IMPURITIES - THE POWDERED ACTIVATED CARBON SHALL CONTAIN NO SOLUBLE OR ORGANIC SUBSTANCES IN QUANTITIES CAPABLE OF PRODUCING DELETERIOUS OR INJURIOUS EFFECTS UPON PUBLIC HEALTH OR WATER QUALITY.

MOISTURE - NOT TO EXCEED 8 PERCENT BY WEIGHT WHEN RECEIVED.

FINENESS - NOT LESS THAN 99 PERCENT WILL PASS A 100-MESH SIEVE, NOT LESS THAN 95 PERCENT WILL PASS A 200-MESH SIEVE AND NOT LESS THAN 90 PERCENT WILL PASS A 325-MESH SIEVE, AS TESTED BY THE WET-SCREEN METHOD.

DENSITY - THE APPARENT DENSITY OF THE CARBON SHALL NOT BE LESS THAN 0.2 G/ML NOR GREATER THAN 0.75 G/ML.

ACID INSOLUBLE ASH - NOT TO EXCEED 3 PERCENT BY WEIGHT.

THRESHOLD ODOR IN EVALUATING ACTIVATED CARBON - THE FINAL ACCEPTANCE OF POWDERED ACTIVATED CARBON SHALL BE BASED ON ACTUAL TASTE AND ODOR REMOVAL FROM THE RAW WATER SUPPLY AS DETERMINED BY THE THRESHOLD ODOR TEST PROCEDURE.

EACH BIDDER SHALL SUBMIT WITH THEIR PROPOSAL A ONE-QUARTER POUND REPRESENTATIVE SAMPLE SEALED IN A LEAK-PROOF CONTAINER. A TYPICAL CHEMICAL AND SCREEN ANALYSIS SHALL BE SUBMITTED WITH THE SAMPLE.

THE MATERIAL SHALL BE SHIPPED IN BULK TRUCKS. SHIPMENTS ARE TO BE MADE AS ORDERED BY THE CITY AND DELIVERED FOB THREE RIVERS FILTRATION PL, FORT WAYNE, INDIANA, 46802.

PRICES BID MUST BE EXACT AND HELD FIRM THROUGH THE TERM OF THE AGREEMENT.

THE ANNUAL REQUIREMENTS FOR POWDERED ACTIVATED CARBON IS ESTIMATED AT 360 TONS, ACTUAL QUANTITIES PURCHASED MAY BE MORE OR LESS.

TERM OF AGREEMENT: DECEMBER 31, 1991

COST TON PROD.:	$ N/A		
FRGHT TRCK COST TON:	$ 116.95	DEMURRAGE: $	N/A
FRGHT RAIL COST TON:	$ N/A	DEMURRAGE: $	N/A
DELIVERY TIME ARO:	7-10 days		

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPARATELY.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: City of Fort Wayne Date: 10-16-90
2. County: Allen
3. Bidder (Firm): Gerig's Trucking & Leasing, Inc.
   Address: 3909 Limestone Dr.
   City/State: Ft. Wayne, IN 46809
4. Telephone Number: (219) 747-2725
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

N. Gerig, General Manager
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Gerig's Trucking & Leasing, Inc.
Bidder (Firm)
N. Gerig, General Manager
Signature of Bidder or Agent

Subscribed and sworn to before me this 16th day of October, 1990

My Commission Expires: 12-27-93

Melanie L. Patterson
Notary Public

County of Residence: ALLEN

MELANIE L. PATTERSON
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Gerig's Trucking & Leasing, Inc.
(Here insert full name and address or legal title of Contractor)
Fort Wayne, Indiana

as Principal, hereinafter called the Principal, and The Continental Insurance Company
P.O. Box 173
New Albany, Indiana 47151-0173
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne
City County Bldg., One Main Street
Fort Wayne, Indiana 46802
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of five percent of the amount bid

Dollars ($ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Delivery of Powdered Activated Carbon.
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of October 19 90

	Gerig's Trucking & Leasing, Inc. (Principal) (Seal)
(Witness)	(Title)
Nancy L. Masterson (Witness)	The Continental Insurance Company (Surety) (Seal)
	Jean B. Manus (Title) Attorney-In-Fact

The Continental Insurance Company

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

John B. Manus of New Albany, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Ten Million (10,000,000) Dollars

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 13th day of January, 1989:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 2 day of August , 19 89

THE CONTINENTAL INSURANCE COMPANY

Attest:

By

D.L. Banta, Assistant Vice President

Emil B. Askew, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss.:

On this 2 day of August 19 89 before me personally came Emil B. Askew, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

GLORIA D. SEEKINS
NOTARY PUBLIC
My Commission Expires March 31, 1993

CERTIFICATE

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the town of Farmington, in the State of Connecticut. Dated the 18th day of October ,1990 .

J. Dennis Lane, Assistant Vice President

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on ____, the ____, day of ____, 19____, at ____ o'clock ____.M.,E.S.T.

DATED: 11-13-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	6		1	2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY				✓
LONG			✓	
REDD	✓			
SCHMIDT	✓			
TALARICO				✓

DATED: 11-27-90.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION~~ NO. S-287-90 on the 27th day of November, 1990,

ATTEST

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of November, 1990, at the hour of 2:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of November 1990, at the hour of 8:45 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 960 for the purchase and delivery of powdered activated carbon for the treatment of water for 1991 for the Three Rivers Filtration Plant. The costs reflect the lowest and most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: 1991 annual bid for water treatment chemicals for powdered activated carbon.

S-90-11-23

EFFECT OF NON-PASSAGE: Drinking water quality will deteriorate. This is used for the purpose of removing taste and odor producing substances from the raw water supply.

MONIES INVOLVED:

American Norit	$172,584.00 +/-
Gerig's Truck	$42,102.00 +/-

PRICE AGREEMENT: Yes

PURCHASE ORDER:

SOURCE OF FUNDING: Filtration Pl 513-523-W154-4253

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-90-11-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #960 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and AMERICAN NORIT COMPANY, INC. AND GERIG'S TRUCKING & LEASING, INC. for the Three Rivers Filtration Plant

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Paul M. Burns			
Mark E. GiaQuinta			
[illegible]		David Long	
C A Edmonds			
D Schmidt			
J G Bradbury			

DATED: 11-27-90.

Sandra E. Kennedy
City Clerk